

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JANET SADOWAY**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at .

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JANET SADOWAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #10-8825, filed on January 19, 2006) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of four thousand three hundred fifty five dollars (\$4355.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 19, 5201 - 51st Street, Yellowknife, NT shall be terminated on April 4, 2006 and the respondent shall vacate the premises on that date, unless rent arrears, the outstanding balance of the

security deposit and the April, 2006 rent in the total amount of five thousand eight hundred forty dollars (\$5840.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March, 2005.

Hal Logsdon
Rental Officer

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Applicant, and **JANET SADOWAY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JANET SADOWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 24, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: March 24, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. A previous order (File #10-8825, filed on January 19, 2006) required the respondent to pay rent arrears of \$3560 in monthly installments of \$200 and to pay future rent on time. The applicant alleged that the order had been breached and asked that the previous order be rescinded and an order issued requiring the respondent to pay the balance of the alleged arrears and termination of the tenancy agreement. The applicant also testified that the full amount of the required security deposit had not been paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4355. No rent or arrears payments have been made since January 31, 2006. The tenancy agreement, which commenced on August 1, 2005 required a security deposit of \$990. The payment records indicate only \$500 has been paid, leaving a balance owing of \$490.

I find the respondent in breach of the previous order and her obligation to pay the required security deposit. I find the rent arrears to be \$4355 and the outstanding balance of the security deposit to be \$490. In my opinion, there are sufficient grounds to terminate the tenancy

agreement unless all outstanding rent and the outstanding security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4355 and terminating the tenancy agreement on April 4, 2006 unless the rent arrears (\$4355), outstanding security deposit (\$490) and the April, 2006 rent (\$995) are paid in full.

Hal Logsdon
Rental Officer